vided, that no executor or administrator shall sell any property of his decedent without an order of the Orphans Court, which granted his letters, first had and obtained, authorizing such sale, and any sale made without such order previously had shall be void and pass no title to the purchaser. By sec. 275,[15] the letters of such executor, &c., shall be revoked and a new administrator appointed, whose duty it shall be to get in the property. By sec. 276,[16] if there be two or more executors, &c., and the sale shall have been made without the consent of all, only the letters of the guilty executor are to be revoked. But by sec. 277,[17] these provisions are not to apply to cases where an executor is authorized by the will of the testator to make sale of property without application to the Orphans Court.

"Every person," said Chancellor Bland in Salmon v. Clagett, 3 Bl. 169, "who acquires personal assets, by *devastavit* in an executor, is responsible to creditors or the next of kin, if he be a party to the breach of trust.[18] What amounts to a fraud of this kind must depend on the circumstances of the case. It is said, generally speaking, he does not become a party

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[15] Code 1911, Art. 93, sec. 285; Levering v. Levering, 64 Md. 399.

[16] Code 1911, Art. 93, sec. 286.

[17] Code 1911, Art. 93, sec. 287. Even though the will may in general terms authorize the executor to sell, a previous order of the court is nevertheless necessary. If the testator desires the power of sale to be exercised by his executor without application to the court, it should be so stated in the will. Brooks v. Bergner, 83 Md. 352.

[18] **Liability of parties participating in breach of trust.**—Any person who knowingly, or with means of knowledge, aids a trustee in committing a breach of trust is liable therefor. And any one who purchases trust property with actual or constructive notice of the trust is charged with the same trust, in respect to the property, as the trustee from whom he purchased. Third Bank v. Lange, 51 Md. 138; Stewart v. Ins. Co., 53 Md. 564; Abell v. Brown, 55 Md. 217; Swift v. Williams, 68 Md. 236; Englar v. Offutt, 70 Md. 78; Marbury v. Ehlen, 72 Md. 206; Duckett v. Mechanics' Bank, 86 Md. 400; Duckett v. Bank of Baltimore, 88 Md. 8; Safe Dep. Co. v. Cahn, 102 Md. 530. The appending of the word *trustee* or *executor* to his signature by a vendor carries with it notice of the trust. Alexander v. Fidelity Co., 108 Md. 548; Marbury v. Ehlen *supra;* Swift v. Williams *supra;* Third Bank v. Lange, *supra.* But even in such case a purchaser is not liable, if he cannot discover the true state of the case by a reasonably careful investigation of the records or from other proper sources. Grafflin v. Robb, 84 Md. 455; Carter v. Van Bokkelyn, 73 Md. 175; Maryland Asso. v. Moore, 80 Md. 102; Barroll v. Foreman, 86 Md. 675; Duckett v. Mechanics' Bank, 86 Md. 400; Hughes v. Drovers' Bank, 86 Md. 418.

Where a *cestui que trust,* by sanctioning the acts of the trustee, participates in the breach of trust, the interest of such *cestui que trust* in the trust property will be applied to make good the loss sustained by another *cestui que trust* who did not participate in such breach. Ehlen v. Baltimore, 76 Md. 576. Cf. Mallery v. Quinn, 88 Md. 38.